

FILED
U.S. DISTRICT COURT
DISTRICT OF MASSACHUSETTS
(BOSTON, MA)
MAR 24 A 10:39

RECEIPT # 62967
AMOUNT \$ 250.00
SUMMONS ISS. Y
LOCAL RULE 4.1
WAIVER OF SERV.
NOT ISSUED
AO 120 OR 121
BY DPTY CLK Of
DATE 3-24-05

ADE GEORGE OYEBOLA

Plaintiff

Civil Action No.

vs.

05 - 10532 REK
Referred to MJ RDCollins

J. A. CAMBECE LAW OFFICE, P.C.;
J. ANTHONY CAMBECE; AND
CACV OF COLORADO, LLC

Defendants

COMPLAINT WITH DEMAND
FOR A JURY TRIAL

COMPLAINT PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT
AND MASSACHUSETTS CONSUMER PROTECTION ACT

I. INTRODUCTION

1. Plaintiff, ADE GEORGE OYEBOLA ("Oyegbola"), Pro Se, brings this action to secure redress against unfair, deceptive, unlawful, malicious and reckless consumer debt collections practices engaged in by defendants J. A. Cambece Law Office, P.C. ("Cambece P.C."), J. Anthony Cambece ("Cambece") and CACV of Colorado, LLC ("CACV"). Plaintiff alleges violations of the Fair Debt Collection Practices Act ("FDCPA") 15 U.S.C. §1692 et seq., and unfair and deceptive acts and practices in violation of Mass G.L. ch. 93A §9. The defendants' violations were frequent, persistent and intentional.

II. JURISDICTION

2. This Court has subject matter jurisdiction over this complaint pursuant to FDCPA 15 U.S.C. §1692K, and Federal question pursuant to 28 U.S.C. §1331.

III. VENUE

3. Venue is proper in this district because defendants Cambece P.C. and Cambece are located within the district. Venue is also proper because the collection letters involved were mailed and received within the Court's district.

IV. PARTIES

4. Plaintiff, Oyegbola is a resident of Randolph, Massachusetts and a "consumer" as defined in the FDCPA, 15 U.S.C. § 1692a(3).

5. Defendant, Cambece P.C. is a corporation registered in Massachusetts with its principal place of business at 8 Bourbon Street, Peabody MA 01960.

6. Cambece P.C. is engaged in the business of collecting defaulted consumer debts originally owed to others. It is a "debt collector" as defined in the FDCPA. 15 U.S.C. §1692a(6)

7. Cambece P.C. is engaged in "trade" and "commerce" as defined by Massachusetts General Laws Chapter 93A §1(b)

8. Defendant, Cambece is the sole officer and owner of Cambece P.C. and is a "debt collection lawyer. He is a "debt collector" as defined in the FDCPA. 15 U.S.C. §1692a(6)

9. Defendant, CACV is a limited liability company chartered under the law of Colorado with its principal office at 1999 Broadway Suite 2150, Denver CO 80202.

10. CACV is engaged in the business of purchasing defaulted consumer debts and attempting to collect them. It is a "debt collector" as defined in the FDCPA. 15 U.S.C. §1692a(6)

V. STATEMENT OF FACTS

11. In an attempt to collect a purported consumer debt, originally owed to "MBNA America Bank, N.A." under a credit card contract agreement with account number "4313027999884932" purchased by CACV and assigned to Cambece P.C. for collections, Cambece P.C. communicated with Oyegbola via fifteen (15) letters and numerous telephone calls.

12. The telephone calls and letters from Cambece P.C. constitute "communication" as defined by FDCPA. 15 U.S.C. §1692a(2).

13. The telephone calls and letters from Cambece P.C. constitute conduct of "trade" and "commerce" as defined by M.G.L. ch. 93A §1(b).

14. On March 19, 2004, Cambece P.C. sent Oyegbola the collection letter attached as Exhibit Page 2, seeking to collect a credit card debt originally owed to "MBNA America Bank, N.A." under credit card number "4313027999884932" and incurred for personal purposes with a balance due of "\$7,422.23."

15. According to Exhibit Page 2, the letter was sent on behalf of CACV, which owned the debt and hired Cambece P.C. to collect it.

16. Exhibit Page 2 has an electronic signature of Cambece. Cambece approved this letter.

17. On March 25, 2004, Oyegbola received a phone call from a Cambece P.C. collector in reference to Exhibit Page 2. Oyegbola spoke with the Cambece P.C. collector.

18. Cambece P.C. collector represented to Oyegbola that if Oyegbola agree to setting up a direct deduction from his bank checking account, CACV will stop accruing interest on the balance of the debt owed.

19. Oyegbola, relying on the representation by the Cambece P.C. collector, voluntarily authorized the electronic check deduction from his checking account on a monthly basis, starting with a sum of \$100 on April 5, 2004 and \$250 subsequently on the 5th day of every month.

20. On April 5, 2004, Cambece P.C. processed an electronic check #9001 for \$100.00 against Oyegbola's checking account. (Exhibit Page 3)

21. On April 24, 2004, Cambece P.C. sent a letter to Oyegbola, indicating that it has processed an electronic check as agreed. The letter indicated that no interest was accrued and the balance owed was reduced by \$100.00 to \$7,322.23. (Exhibit Page 4)

22. Exhibit Page 4 has an electronic signature of Cambece. Cambece approved this letter.

23. On May 5, 2004, Cambece P.C. processed an electronic check #9002 for \$250.00 against Oyegbola's checking account. (Exhibit Page 5)

24. On May 25, 2004, Cambece P.C. sent a letter to Oyegbola, indicating that it has processed an electronic check as agreed. The letter indicated that no interest was accrued and the balance owed was reduced by \$250.00 to \$7,072.23. (Exhibit Page 6)

25. Exhibit Page 6 has an electronic signature of Cambece. Cambece approved this letter.

26. On June 5, 2004, Cambece P.C. processed an electronic check #9003 for \$250.00 against Oyegbola's checking account. (Exhibit Page 7)

27. On June 10, 2004, Cambece P.C. sent a letter to Oyegbola, indicating that it has processed an electronic check as agreed. The letter indicated that no interest was accrued and the balance owed was reduced by \$250.00 to \$6,822.23. (Exhibit Page 8)

28. Exhibit Page 8 has an electronic signature of Cambece. Cambece approved this letter.

29. On June 24, 2004, Cambece P.C. sent a letter to Oyegbola, claiming that it was in the process of generating the electronic check for the July 5, 2204 payment. (Exhibit Page 9)

30. Exhibit Page 9 indicated that \$364.51 has been added to the balance due as accrued interest.

31. Exhibit Page 9 has an electronic signature of Cambece. Cambece approved this letter.

32. On June 30, 2004, Oyegbola telephoned Cambece P.C. to make sure the letter showing accrued interest was an error, but got a rude response from a Cambece P.C. collector.

33. The Cambece P.C. collector told Oyegbola that Cambece P.C. cannot abide by the agreement not to accrue interest while scheduled payments were been made.

34. As a result of the information provided by Cambece P.C. collector on June 30, 2004, Oyegbola sent a letter to Cambece P.C. demanding that it ceased and desist from processing any more electronic check against his checking account, and asked Cambece P.C. to return the \$600.00 already deducted from his account for violating the terms of the agreement reached on March 25, 2004. (Exhibit Page 10-11)

35. The United States Postal Service's record confirms that this letter was received at Cambece P.C. on July 02, 2004. (Exhibit Page 12)

36. On July 01, 2004 Cambece P.C. sent a collection letter to Oyegbola threatening "legal measures" by stating that:

"If you continue to ignore this matter, we may have no option but to recommend to our client that it exhaust whatever legal measures are available through local counsel in your state to collect this debt for the full amount owed, less any payments made. We regret having to take this step but your failure to pay this bill may leave us with no other option." (Exhibit Page 13)

37. Exhibit Page 13 has an electronic signature of Cambece. Cambece approved this letter.

38. On July 07, 2004, Cambece P.C. sent a collection letter to Oyegbola threatening "legal measures" by stating that:

"If you continue to ignore this matter, we may have no option but to recommend to our client that it exhaust whatever legal measures are available through local counsel in your state to collect this debt for the full amount owed, less any payments made. We regret having to take this step but your failure to pay this bill may leave us with no other option." (Exhibit Page 14)

39. Exhibit Page 14 did not acknowledge, respond to, or make any reference to Oyegbola's June 30, 2004 (Exhibit 10-11) letter that was received by Cambece P.C. on July 2, 2004.

40. Exhibit Page 14 has an electronic signature of Cambece. Cambece approved this collection letter.

41. On July 29, 2004, Cambece P.C. sent a collection letter to Oyegbola threatening "legal measures" by stating that:

"You have promised to make payment on the above claim, but it appears that you have failed to do so. If you continue to ignore this matter, we may have no option but to recommend to our client that it exhaust whatever legal measures are available through local counsel in your state." (Exhibit Page 15)

42. Exhibit Page 15 did not acknowledge, respond to, or make any reference to Oyegbola's June 30, 2004 (Exhibit 10-11) letter that was received by Cambece P.C. on July 2, 2004.

43. Exhibit Page 15 has an electronic signature of Cambece. Cambece approved this collection letter.

44. On August 17, 2004, Cambece P.C. sent a collection letter to Oyegbola stating that:

"We have received payment from you on behalf of our client on the above-referenced account. In order to maintain your monthly payment agreement with this law firm's client you will need to have your payment in our office by your previously scheduled due date. It is important to pay according to the schedule as our client has set you up on a Temporary hardship Agreement..." (Exhibit Page 16)

45. Exhibit Page 16, was referencing the verbal agreement reached on March 25, 2004. However, Exhibit Page 16 did not acknowledge, respond to, or make any reference to Oyegbola's June 30, 2004 (Exhibit 10-11) letter that was received by Cambece P.C. on July 2, 2004.

46. Exhibit Page 16 has an electronic signature of Cambece. Cambece approved this collection letter.

47. On September 03, 2004, Cambece P.C. sent a collection letter to Oyegbola threatening "legal measures" by stating that:

"You have promised to make payment on the above claim, but it appears that you have failed to do so. If you continue to ignore this matter, we may have no option but to recommend to our client that it exhaust whatever legal measures are available through local counsel in your state." (Exhibit Page 17)

48. Exhibit Page 17 did not acknowledge, respond to, or make any reference to Oyegbola's June 30, 2004 (Exhibit 10-11) letter that was received by Cambece P.C. on July 2, 2004.

49. Exhibit Page 17 has an electronic signature of Cambece. Cambece approved this collection letter.

50. On September 22, 2004 Cambece P.C. sent a collection letter to Oyegbola threatening "legal measures" by stating that:

"If you continue to ignore this matter, we may have no option but to recommend to our client that it exhaust whatever legal measures are available through local counsel in your state to collect this debt for the full amount owed, less any payments made. We regret having to take this step but your failure to pay this bill may leave us with no other option." (Exhibit Page 18)

51. Exhibit Page 18 did not acknowledge, respond to, or make any reference to Oyegbola's June 30, 2004 (Exhibit 10-11) letter that was received by Cambece P.C. on July 2, 2004.

52. Exhibit Page 18 has an electronic signature of Cambece. Cambece approved this collection letter.

53. On October 07, 2004 Cambece P.C. sent a collection letter to Oyegbola promising that:

"After further review of your account our client has decided to approve you for a temporary minimum monthly payment arrangement. Hopefully, this arrangement will give you the time you need temporarily to pay the above referenced account on a monthly basis. Our client hopes this will help you get back on your feet again. This offer may expire soon. Please contact this office immediately to make arrangement for your first monthly installment payment." (Exhibit Page 19)

54. Exhibit Page 19 did not acknowledge, respond to, or make any reference to Oyegbola's June 30, 2004 (Exhibit 10-11) letter that was received by Cambece P.C. on July 2, 2004.

55. Exhibit Page 19 has an electronic signature of Cambece. Cambece approved this collection letter.

56. On October 12, 2004 Cambece P.C. sent a collection letter to Oyegbola again promising that:

"After further review of your account our client has decided to approve you for a temporary minimum monthly payment arrangement. Hopefully, this arrangement will give you the time you need temporarily to pay the above referenced account on a monthly basis. Our client hopes this will help you get back on your feet again. This offer may expire soon. Please contact this office immediately to make arrangement for your first monthly installment payment." (Exhibit Page 20)

57. Exhibit Page 20 did not acknowledge, respond to, or make any reference to Oyegbola's June 30, 2004 (Exhibit

10-11) letter that was received by Cambece P.C. on July 2, 2004.

58. Exhibit Page 20 has an electronic signature of Cambece. Cambece approved this collection letter.

59. On December 14, 2004 Cambece P.C. sent a collection letter to Oyegbola threatening "legal measures" by stating that:

"As we stated in our last letter to you, our client has already directed us to draft and file an arbitration claim for breach of contract... If we do not hear from you within three (3) business days of the date of this letter we will have no option but to file the claim as directed by our client." (Exhibit Page 21)

60. Exhibit Page 21 did not acknowledge, respond to, or make any reference to Oyegbola's June 30, 2004 (Exhibit 10-11) letter that was received by Cambece P.C. on July 2, 2004.

61. Exhibit Page 21 has an electronic signature of Cambece. Cambece approved this collection letter.

62. On January 6, 2005, Oyegbola issued a relief demand letter directed to Cambece for misleading representation and deceptive business practices prohibited by Mass. G.L., ch. 93A. (Exhibit Page 22-23)

63. Exhibit Page 22-23 was received by Cambece P.C. on January 10, 2005. (Exhibit Page 24)

64. On February 15, 2005, Cambece P.C. sent a collection letter to Oyegbola promising by stating that:

"This letter is to inform you that our client has authorized us to offer you a settlement (reduction) on the remaining balance. This offer may expire soon so please call our office for details." (Exhibit Page 25)

65. Exhibit Page 25 did not acknowledge, respond to, or make any reference to Oyegbola's June 30, 2004 (Exhibit 10-11) letter that was received by Cambece P.C. on July 2, 2004, or Oyegbola's January 6, 2005 93A demand letter that was also received by Cambece P.C. on January 10, 2005.

66. Exhibit Page 25 has an electronic signature of Cambece. Cambece approved this collection letter.

67. On February 25, 2005, Peter Dauksewicz on behalf of Cambece P.C. sent a letter responding to Oyegbola's 93A demand notice. (Exhibit Page 26)

68. On March 01, 2005, Oyegbola received, by UPS, an undated Arbitration claim from Cambece P.C.

69. On March 10, 2005, Oyegbola retained the services of legal counsel to defend against Cambece P.C. arbitration claim.

70. On March 15, 2005, Counsel asked Oyegbola to provide him with all files and records of his credit card account with "MBNA America Bank, N.A.," specifically, statements and agreements relating to account number "4313027999884932."

71. After a thorough search of his files and records, it became clear to Oyegbola that he did not have any credit card debt account with "MBNA America Bank, N.A." with

account number "4313027999884932" as claimed by Cambece P.C. in all its communication with Oyegbola.

VI. VIOLATIONS, ALLEGATIONS AND CLAIMS

CLAIM I (Violation of 15 U.S.C. §1692e(2) (A))

72. Oyegbola incorporates paragraphs 1-71 as if fully set forth within.

73. It is a violation of FDCPA to provide "false representation" of "the character, amount, or legal status of any debt." 15 U.S.C. §1692e(2) (A)

74. Cambece P.C. acting on behalf of CACV caused fifteen (15) letters and numerous phone calls containing the false representation that Oyegbola owed debt to MBNA America Bank, N.A. with account number 4313027999884932.

75. The misstatement of the true nature of the debt violates FDCPA. Fields v. Wilber Law Firm, 383 F.3d 562 (7th Cir 2004) ("it is unfair to consumers under FDCPA to hide the true character of the debt, thereby impairing their ability to knowledgeable assess the validity of the debt") Id

76. Cambece P.C. with malicious intent and reckless disregard of FDCPA caused phone calls to be made and letters mailed to Oyegbola in violation of FDCPA.

77. WHEREFORE, Oyegbola prays for actual and consequential damages in the amount of \$5,000, against Cambece, Cambece P.C. and CACV.

CLAIM II (Violation of 15 U.S.C. §1692e(3))

78. Oyegbola incorporates paragraphs 1-71 as if fully set forth within.

79. It is a violation of FDCPA to use "false representation or implication that any individual is an attorney or that any communication is from an attorney." 15 U.S.C. §1692e(3)

80. From March 19, 2004 through February 15, 2005, Cambece a debt collection attorney caused fifteen (15) dunning letters containing his electronic signatures to be sent to Oyegbola, (Exhibit Pages 2, 4, 6, 8, 9, 13-21, and 25) without his personal professional review of any debt record or file, in violation of FDCPA.

81. The sending of letters purporting to come "from" an attorney without real professional involvement by an attorney violates the FDCPA as constituting a "false, deceptive, or misleading representation or mean in connection with the collection of any debt." Miller v. Wolpoff & Abramson, L.L.P., 321 F.3d 292 (2d Cir. 2003) citing Clomon v. Jackson, 988 F.2d 1314, 1321 (2d Cir. 1993)

82. These letters were intended to deceive, harass and intimidate Oyegbola and indeed, these letters caused Oyegbola extreme stress, mental anguish and emotional distress.

83. Cambece, a debt collection lawyer approved the sending of these collection letters containing this violation and CACV as a debt collector and principal of Cambece P.C. is liable for the violations.

84. WHEREFORE, Oyegbola prays for actual and consequential damages in the amount of \$5,000, against Cambece, Cambece P.C. and CACV.

CLAIM III (Violation of 15 U.S.C. §1692e(10))

85. Oyegbola incorporates paragraphs 1-71 as if fully set forth within.

86. It is a violation of FDCPA to "use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer." 15 U.S.C. §1692e(10)

87. The verbal agreement of promise to stop the accrual of interest on the balance due, by Cambece P.C. on March 25, 2004 and subsequent collection letters offering to place Oyegbola on a "temporary hardship program," (Exhibit Pages 8, 17, 20, and 21) constitutes false representation and deceptive means to collect a debt in violation of §1692e(10) See Dutton v. Wolpoff & Abramson, 5 F.3d 649 (3d Cir 1993)

88. These letters were intended to deceive, harass and intimidate Oyegbola and indeed, these letters caused Oyegbola extreme stress, mental anguish and emotional distress.

89. Cambece P.C. a debt collection corporation approved the sending of these collection letters containing this violation and CACV as a debt collector and principal of Cambece P.C. is liable for the violations.

90. WHEREFORE, Oyegbola prays for actual and consequential damages in the amount of \$5,000, against Cambece, Cambece P.C. and CACV.

CLAIM IV (Violation of 15 U.S.C. §1692e)

91. Oyegbola incorporates paragraphs 1-71 as if fully set forth within.

92. FDCPA 15 U.S.C. §1692e provides that "[a] debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt."

93. Cambece P.C., a debt collection corporation, in fifteen (15) collection letters (Exhibit Pages 2, 4, 6, 8, 9, 13-21, and 25) in an attempt to collect a debt falsely claimed that Oyegbola owed a debt to MBNA America Bank, N.A. in violation of FDCPA.

94. Cambece P.C., a debt collection corporation, in six (6) collection letters, (Exhibit Pages 13-15, 17, 18, and 25) in an attempt to collect a debt falsely and by misleading representation claimed the Oyegbola "continue to ignore" collections contact made by his Office, in violation of FDCPA.

95. Cambece P.C. with malicious intent and reckless disregard for the truth caused these letters to be mailed with intent to deceive, harass and intimidate Oyegbola and indeed, these letters caused Oyegbola extreme stress, mental anguish and emotional distress.

96. Cambece P.C. a debt collection corporation approved the sending of these collection letters containing these violations and CACV as a debt collector and principal of Cambece P.C. is liable for the violations.

97. WHEREFORE, Oyegbola prays for actual and consequential damages in the amount of \$5,000, against Cambece, Cambece P.C. and CACV.

CLAIM V (Violation of 15 U.S.C. §1692f)

98. Oyegbola incorporates paragraphs 1-71 as if fully set forth within.

99. FDCPA provides that "[a] debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt." 15 U.S.C. §1692f

100. Cambece P.C. engaged in unfair and unconscionable collection practices prohibited by FDCPA when it purported to enter into a payment agreement with Oyegbola and in the process gained access to Oyegbola's bank account. Further, engaged in creating electronic checks against Oyegbola's bank account, without the intent to stop accruing interest on the balance of the purported debit owed.

101. Cambece P.C. with malicious intent and reckless disregard for the truth caused these letters to be mailed with intent to deceive, harass and intimidate Oyegbola and indeed, these letters caused Oyegbola extreme stress, mental anguish and emotional distress.

102. Cambece P.C. a debt collection corporation approved the sending of these collection letters containing these violations and CACV as a debt collector and principal of Cambece P.C. is liable for the violations.

103. WHEREFORE, Oyegbola prays for actual and consequential damages in the amount of \$5,000, against Cambece, Cambece P.C. and CACV.

CLAIM VI (Violation of Mass G.L. ch. 93A)

104. Oyegbola incorporates paragraphs 1-71 as if fully set forth within.

105. On March 25, 2004, Cambece P.C. agreed on behalf of CACV to not accrue any interest on the purported debt balance owed to MBNA America Bank, N.A. if Oyegbola agrees to authorize electronic check deduction from his checking account in the amount of \$250 every month. However, three months into this agreement, Cambece P.C., without cause and in bad faith, decided to resume the accrual of interest on the purported debt balance owed by Oyegbola, thereby breaching the payment agreement contract.

106. "The covenant of good faith and fair dealing is implied in every contract." Uno Restaurants., Inc. v.

Boston Kenmore Realty Corp., 805 N.E.2d 957, 964 (Mass. 2004). "[T]he purpose of the covenant is to guarantee that the parties remain faithful to the intended and agreed expectations of the parties in their performance." Id. The covenant is violated when a party's conduct, lacking good faith, "injures the rights of another to reap the benefits prescribed by the terms of the contract."

107. Cambece P.C., in an egregious display of malice, deliberately violated the terms of the agreement entered into with Oyegbola on March 25, 2004, by using the long outlawed practice of "bait and switch." Cambece P.C. baited Oyegbola into authorizing direct electronic check deduction from his checking account and then switched the terms of the contract.

108. CACV and Cambece P.C. as business entities, engaged in unfair and deceptive acts and practices in violation of Mass. G.L., ch. 93A by:

a. Misrepresentation and pretence inducing Oyegbola to enter into an agreement it had no intention of at anytime satisfying.

b. Willfully and with reckless disregard violated the terms of agreement enter into with Oyegbola on March 25, 2004.

c. Representing to Oyegbola that it had the authority to negotiate an agreement on the debt purportedly assigned to CACV by MBNA America Bank, N.A.

d. Allowing frequent, persistent and intentional collection letters containing untrue statements to be sent to Oyegbola on an attorney letterhead when no attorney had become professionally

involved, thereby violating FDCPA. (15 U.S.C. §§1692e, 1692e(2)(A), 1692e(10), 1692e(11) and 1692f.

109. CACV, itself a debt collector, is vicariously liable for these violations.

110. An appropriate demand for relief in the amount of \$5,000 for these violations was sent to Cambece P.C. on January 6, 2005.

111. Cambece P.C. responded after the thirty day period in Chapter 93A §9 and made no offer to settle, therefore, Oyegbola is entitled to award of treble damages.

112. WHEREFORE, Oyegbola prays that judgment enter against Cambece, Cambece P.C. and CACV in the amount of \$15,000 or as may be permitted by law, plus costs and reasonable Attorney fees for violation of Mass. G.L., ch. 93A.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Ade George Oyegbola, pro se, pray that the Court grant the following:

1. Actual damages
2. Consequential damages.
3. Treble actual and consequential damages.
4. Statutory damages under state and federal law.
5. A declaration under state and federal law concerning the illegalities of Defendants' debt collection acts and practices.

6. An injunction prohibiting Defendants from violating state and federal law.
7. Reasonable attorney's fees and costs.
8. Such other and further relief as the Court deems just and proper.

Dated: March 23, 2005

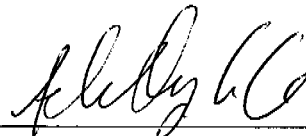
RESPECTFULLY SUBMITTED,



Ade George Oyegbola
Plaintiff, Pro Se
46 Birchwood Road U428
Randolph, MA 02368
Phone: (781) 963 0304
Email: Oyegbola@lancorltd.com

VIII. AFFIRMATION

I, Ade George Oyegbola, pro se, asserts, under the penalty of perjury that the "statement of facts" contained in this Complaint and the supporting documents attached as Exhibit Pages 1-26 are true and accurate.



Ade George Oyegbola
Plaintiff, Pro Se

EXHIBIT PAGES 1-26



J.A. CAMBECE LAW OFFICE, P.C.

Attorneys at Law

Main Office/Return Mail Service:

Eight Bourbon Street
Peabody, Massachusetts 01960

Satellite Office:

99 Rosewood Drive, Suite 111
Danvers, MA 01923.

March 19th, 2004

ADE G OYEBOLA
46 BIRCHWOOD RD 4417
RANDOLPH MA 02368

RE:	CREDITOR:	CACV of Colorado, LLC
	YOUR ACCOUNT NUMBER:	12831024040305189
	ORIGINAL CREDITOR:	MBNA AMERICA BANK, N.A.
	ORIGINAL ACCOUNT NUMBER:	4313027999884932
	TOTAL:	\$7,422.23

DEAR ADE G OYEBOLA:

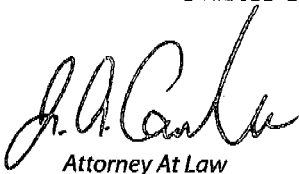
This office is a debt collector, and has been retained to collect the debt owed by you to CACV of Colorado, LLC. This is a demand for payment because you have had ample time to pay your creditor.

If you are represented in this matter by an attorney, please give us the name, address and phone number of your attorney so that we may communicate with your attorney rather than you. If you work and do not wish to receive phone calls from this firm at your place of employment please notify us orally, or in writing, and we will not contact you at your place of employment.

Please call our office toll free at 1-888-535-6161, and our fax number is 978-535-7070. Our office is usually open from 9 until 6 EST, Monday through Friday.

NOTICE OF IMPORTANT RIGHTS

UNLESS YOU, THE CONSUMER, WITHIN THIRTY DAYS AFTER RECEIPT OF THIS NOTICE, DISPUTE THE VALIDITY OF THE DEBT, OR ANY PORTION THEREOF, THIS OFFICE WILL ASSUME THIS DEBT IS VALID. IF YOU, THE CONSUMER, NOTIFY US IN WRITING WITHIN THE THIRTY-DAY PERIOD THAT THE DEBT, OR ANY PORTION THEREOF, IS DISPUTED, WE WILL OBTAIN VERIFICATION OF THE DEBT OR A COPY OF A JUDGEMENT AGAINST YOU, THE CONSUMER, AND A COPY OF SUCH VERIFICATION OR JUDGEMENT WILL BE MAILED TO YOU BY OUR OFFICE. UPON YOUR WRITTEN REQUEST WITHIN THE THIRTY-DAY PERIOD, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR. IF YOU NOTIFY OUR OFFICE IN WRITING TO CEASE CONTACT BY TELEPHONE AT YOUR PLACE OF EMPLOYMENT, NO FURTHER SUCH CONTACT WILL BE MADE.



Attorney At Law

A24

This communication is from a debt collector. We are attempting to collect a debt, and any information obtained will be used for that purpose.

www.cambece.com

SEE THE REVERSE SIDE FOR THE FEDERAL VALIDATION NOTICE AND OTHER REQUIRED STATE COMPLIANCE INFORMATION.



STATEMENT OF ACCOUNTS

32504

ADE G. OYEGBOLA
46 BIRCHWOOD RD. UNIT 417
RANDOLPH, MA 02368

Sovereign Bank

ADE G. OYEGBOLA
46 BIRCHWOOD RD. UNIT 417
RANDOLPH, MA 02368

Sovereign Bank

ADE G. OYEGBOLA
46 BIRCHWOOD RD. UNIT 417
RANDOLPH, MA 02368

Sovereign Bank

ADE G. OYEGBOLA
46 BIRCHWOOD RD. UNIT 417
RANDOLPH, MA 02368

Sovereign Bank

ADE G. OYEGBOLA
46 BIRCHWOOD RD. UNIT 417
RANDOLPH, MA 02368

THE ORDER OF

Sovereign Bank

ADE G. OYEGBOLA
46 BIRCHWOOD RD. UNIT 417
RANDOLPH, MA 02368

PAY TO THE ORDER OF: LAW OFFICE J. ANTHONY CAMBECE

SOVEREIGN BANK
BOSTON, MA

61100048885 #9001 04/07/04 \$100.00



J.A. CAMBECE LAW OFFICE, P.C.
Attorneys at Law

Main Office/Return Mail Service:
Eight Bourbon Street
Peabody, Massachusetts 01960

Satellite Offices:
99 Rosewood Drive, Suite 111
Danvers, MA 01923
27 Congress Street, Suite 207
Salem, MA 01970

April 24th, 2004

ADE G OYEBOLA
46 BIRCHWOOD RD 4417
RANDOLPH MA 02368

RE: CREDITOR:	CACV of Colorado, LLC
YOUR ACCOUNT NUMBER:	12831024040305189
ORIGINAL CREDITOR:	MBNA AMERICA BANK, N.A.
ORIGINAL ACCOUNT NUMBER:	4313027999884932
AMOUNT OWED:	\$7,322.23
INTEREST:	
TOTAL:	\$7,322.23

DEAR ADE G OYEBOLA:

According to your telephone authorization, we have generated a telephone check that is scheduled to run for the amount and date discussed. The check will be payable to J. A. Cambece Law Office, P.C., on behalf of our client, and deposited into our account. Please make sure funds are available at the time we deposit the check. You need to void out the check number given to us and keep it for your record keeping.

If you have any questions please call 1-888-535-6161, and our fax number is 978-535-7070.

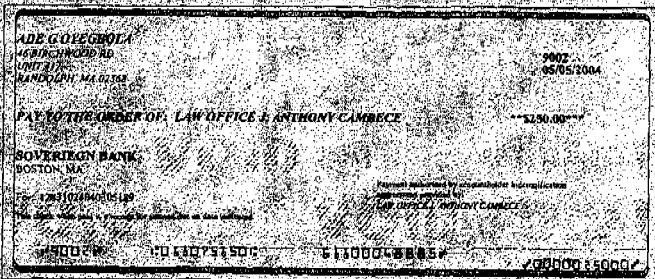
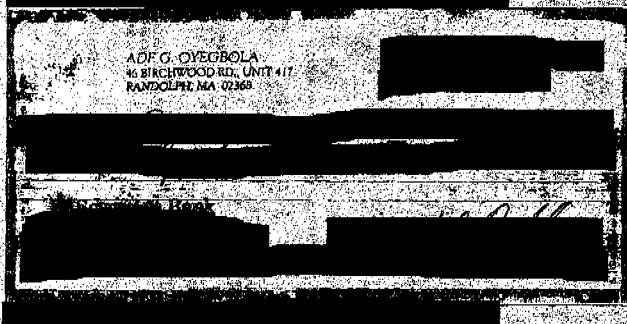
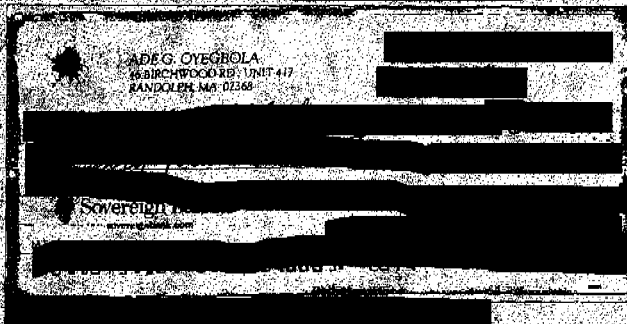
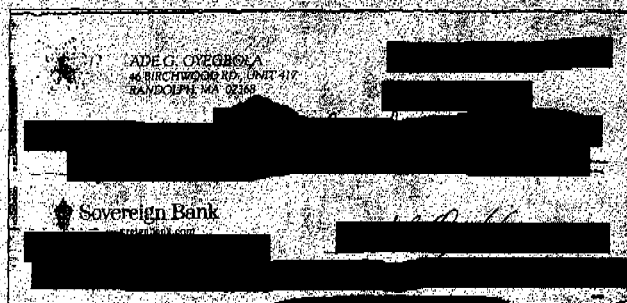
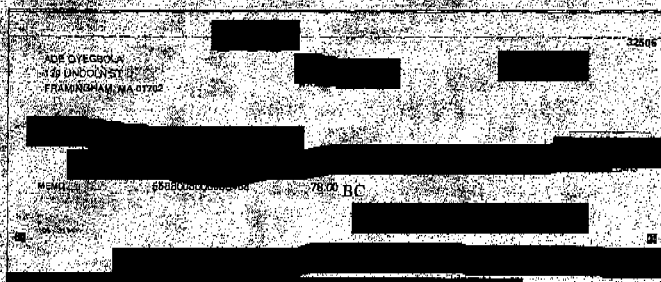

Attorney At Law

A24

This communication is from a debt collector. We are attempting to collect a debt, and any information obtained will be used for that purpose.

www.cambece.com

SEE THE REVERSE SIDE FOR REQUIRED STATE COMPLIANCE INFORMATION.



6110004885 # 9002 05/07/04 \$250.00



J. A. CAMBECE LAW OFFICE, P.C.

Attorneys at Law

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Eight Bourbon Street
Peabody, Massachusetts 01960

Satellite Offices:

99 Rosewood Drive, Suite 111
Danvers, MA 01923

27 Congress Street, Suite 207
Salem, MA 01970

May 25th, 2004

ADE G OYEBOLA
46 BIRCHWOOD RD 4417
RANDOLPH MA 02368

RE:	CREDITOR:	CACV of Colorado, LLC
	YOUR ACCOUNT NUMBER:	12831024040305189
	ORIGINAL CREDITOR:	MBNA AMERICA BANK, N.A.
	ORIGINAL ACCOUNT NUMBER:	4313027999884932
	AMOUNT OWED:	\$7,072.23
	INTEREST:	
	TOTAL:	\$7,072.23

DEAR ADE G OYEBOLA:

According to your telephone authorization, we have generated a telephone check that is scheduled to run for the amount and date discussed. The check will be payable to J. A. Cambece Law Office, P.C., on behalf of our client, and deposited into our account. Please make sure funds are available at the time we deposit the check. You need to void out the check number given to us and keep it for your record keeping.

If you have any questions please call 1-888-535-6161, and our fax number is 978-535-7070.



Attorney At Law

A24

This communication is from a debt collector. We are attempting to collect a debt, and any information obtained will be used for that purpose.

www.cambece.com

SEE THE REVERSE SIDE FOR REQUIRED STATE COMPLIANCE INFORMATION.

[REDACTED]

ADEG OYEGBOLA
46 BIRCHWOOD RD, UNIT 417
RANDOLPH, MA 02368

Sovereign Bank

ADEG OYEGBOLA
46 BIRCHWOOD RD, UNIT 417
RANDOLPH, MA 02368

CHEQUE ORDER OF

Sovereign Bank

ADEG OYEGBOLA
46 BIRCHWOOD RD, UNIT 417
RANDOLPH, MA 02368

Sovereign Bank

ADEG OYEGBOLA
46 BIRCHWOOD RD
UNIT 417
RANDOLPH, MA 02368

9003 06/05/2004

PAY TO THE ORDER OF: LAY OFFICE L ANTHONY CAMBECE **\$250.00**

SOVERIEGN BANK
BOSTON, MA

61100048885 #9003 06/10/04 \$250.00



J.A. CAMBECE LAW OFFICE, P.C.
Attorneys at Law

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Eight Bourbon Street
Peabody, Massachusetts 01960

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99 Rosewood Drive, Suite 111
Danvers, MA 01923
27 Congress Street, Suite 207
Salem, MA 01970

June 10th, 2004

ADE G OYEBOLA
46 BIRCHWOOD RD 4417
RANDOLPH MA 02368

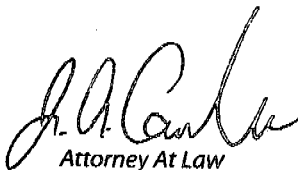
RE:	CREDITOR:	CACV of Colorado, LLC
	YOUR ACCOUNT NUMBER:	12831024040305189
	ORIGINAL CREDITOR:	MBNA AMERICA BANK, N.A.
	ORIGINAL ACCOUNT NUMBER:	4313027999884932
	AMOUNT OWED:	\$6,822.23
	INTEREST:	
	TOTAL:	\$6,822.23

DEAR ADE G OYEBOLA:

We have received payment from you, on behalf of our client, on the above-referenced account. In order to maintain your monthly payment arrangement with this law firm's client you will need to have your payment in our office by your previously scheduled due date. It is important to pay according to the schedule as our client has set you up on a Temporary Hardship Agreement. Our client may terminate this agreement without cause at any time. If you default on your agreement the balance may become due in full immediately. Our client expects that you will increase the amount of your monthly payment whenever feasible so that you pay your bill in full, as soon as possible. Additionally, we expect that you will provide us with your updated address and phone number in the event that this contact information has changed.

Sometimes our client is able to offer settlement agreements, which in some instances can save you a significant amount of money on the total bill owed. We can only offer these settlement agreements to those who call to see if their account qualifies.

Our toll free number is 1-888-535-6161, and our fax number is 978-535-7070.


Attorney At Law

A24

This communication is from a debt collector. We are attempting to collect a debt, and any information obtained will be used for that purpose.

www.cambece.com

SEE THE REVERSE SIDE FOR REQUIRED STATE COMPLIANCE INFORMATION.

EXHIBIT Page 8 of 26



J.A. CAMBECE LAW OFFICE, P.C.

Attorneys at Law

Main Office/Return Mail Service:

Eight Bourbon Street
Peabody, Massachusetts 01960

Satellite Offices:

99 Rosewood Drive, Suite 111
Danvers, MA 01923

27 Congress Street, Suite 207
Salem, MA 01970

June 24th, 2004

ADE G OYEBOLA
46 BIRCHWOOD RD 4417
RANDOLPH MA 02368

RE: CREDITOR:	CACV of Colorado, LLC
YOUR ACCOUNT NUMBER:	12831024040305189
ORIGINAL CREDITOR:	MBNA AMERICA BANK, N.A.
ORIGINAL ACCOUNT NUMBER:	4313027999884932
AMOUNT OWED:	\$6,822.23
INTEREST:	\$364.51
TOTAL:	\$7,186.74

DEAR ADE G OYEBOLA:

According to your telephone authorization, we have generated a telephone check that is scheduled to run for the amount and date discussed. The check will be payable to J. A. Cambece Law Office, P.C., on behalf of our client, and deposited into our account. Please make sure funds are available at the time we deposit the check. You need to void out the check number given to us and keep it for your record keeping.

If you have any questions please call 1-888-535-6161, and our fax number is 978-535-7070.

4/5/04 check 9001 \$100.00
5/7/04 Chk# 9002 \$250.00
6/10/04 Chk# 9003 \$250.00


Attorney At Law

A24

This communication is from a debt collector. We are attempting to collect a debt, and any information obtained will be used for that purpose.

www.cambece.com

SEE THE REVERSE SIDE FOR REQUIRED STATE COMPLIANCE INFORMATION.

Ade George Oyegbola
46 Birchwood Road U428
Randolph, MA 02368

Date: June 30, 2004

J.A. Cambece Law Office, P.C.
Eight Bourbon Street
Peabody, MA 01960

RE: Creditor: CACV of Colorado, LLC

Your Account Number: 12831024040305189
Original Creditor: MBNA America Bank, N.A.
Original Account Number: 4313027999884932
Total: \$7,422.23

To Whom It May Concern:

This is to inform you that as of today June 30, 2004, I am withdrawing the authorization I gave you on or about March 25, 2004, to charge my Sovereign Bank account on a monthly basis in the amount of \$250.00 on the 5th of every month.

PLEASE DESIST FROM PROCESSING ANY CHARGES TO MY BANK ACCOUNT FORTHWITH.

Reason for the Change

On or about March 25, 2004, a member of your chamber called me about the above referenced account, and represented to me that your client is willing to setup a "Temporary Hardship Agreement" that will allow me to schedule payments in the amount of \$250.00 monthly by direct debit from your office. As a condition for this agreement, your company represented to me that your client will stop accruing interest on the balance in the account as long as payment are being made as scheduled.

On April 5, 2004, your office processed Chk# 9001 for \$100.00

On May 5, 2004, your company processed Chk#9002 for \$250.00

Account Number: 12831024040305189

Page 1 of 2

Your statement dated May 25, 2004 showed a balance of \$7,072.23. This balance reflects the two payments above in the amount of \$350.00

On June 5, 2004 you company processed Chk# 9003 for \$250.00

Your statement dated June 10, 2004 showed a balance of \$6,822.23. This balance reflects the three payments above in the amount of \$600.00.

However, while all your prior statements show the payment without any accrued interest, your statement dated June 24, 2004 shows a balance of \$7,186.74. The statement indicates that an accrued interest of \$364.51 has been added to the previous balance.

Today, June 30, 2004 I placed a call to your office to make sure the statement was an error, but I got a rude response from one of your collectors.

As a result of the information received from your collector, indicating that your company cannot abide by the agreement, not accrue interest while scheduled payment was being made:

I WILL LIKE TO TERMINATE THE AGREEMENT AND REQUEST THAT YOU PLEASE STOP MAKING ANY DIRECT CHARGES TO MY BANK ACCOUNT AND FURTHER TO RETURN THE \$600 ALREADY CHARGED TO MY ACCOUNT.

Please take notice that all correspondence regarding this issue must be in writing, I will not discuss this matter over the phone with any member of your company.

Thanks



Ade George Oyegbola

Delivered by: Certified Mail #: 7003 0500 0004 4005 3124

Delivered by: Fax to (978) 535-7070

Account Number: 12831024040305189

Page 2 of 2



Track & Confirm

Shipment Details

You entered 7003 0500 0004 4005 3124

Your item was delivered at 10:03 am on July 02, 2004 in PEABODY, MA 01961.

Here is what happened earlier:

- ARRIVAL AT UNIT, July 02, 2004, 5:51 am, PEABODY, MA 01960
- ACCEPTANCE, June 30, 2004, 2:22 pm, RANDOLPH, MA 02368

Notification Options

▶ Track & Confirm by email [What is this?](#)



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Preserving the Trust

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Track & Confirm

Enter label number:



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Attorneys at Law

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Eight Bourbon Street
Peabody, Massachusetts 01960

Satellite Offices:

99 Rosewood Drive, Suite 111
Danvers, MA 01923

27 Congress Street, Suite 207
Salem, MA 01970

July 01st, 2004

ADE G OYEBOLA
46 BIRCHWOOD RD 4417
RANDOLPH MA 02368

RE: CREDITOR:	CACV of Colorado, LLC
YOUR ACCOUNT NUMBER:	12831024040305189
ORIGINAL CREDITOR:	MBNA AMERICA BANK, N.A.
ORIGINAL ACCOUNT NUMBER:	4313027999884932
AMOUNT OWED:	\$6,822.23
INTEREST:	\$364.51
TOTAL:	\$7,186.74

DEAR ADE G OYEBOLA:

As you know from our first letter, we represent CACV of Colorado, LLC. If you continue to ignore this matter, we may have no option but to recommend to our client that it exhaust whatever legal measures are available through local counsel in your state to collect this debt for the full amount owed, less any payments made. We regret having to take this step but your failure to pay this bill may leave us with no other option.

Please call our office immediately. The toll free number is 1-888-535-6161, and our fax number is 978-535-7070.


Attorney At Law

A24

This communication is from a debt collector. We are attempting to collect a debt, and any information obtained will be used for that purpose.

www.cambece.com

SEE THE REVERSE SIDE FOR REQUIRED STATE COMPLIANCE INFORMATION.

EXHIBIT Page 13 of 26



J. A. CAMBECE LAW OFFICE, P.C.
Attorneys at Law

Main Office/Return Mail Service:
Eight Bourbon Street
Peabody, Massachusetts 01960

Satellite Offices:
99 Rosewood Drive, Suite 111
Danvers, MA 01923
27 Congress Street, Suite 207
Salem, MA 01970

July 07th, 2004

ADE G OYEGBOLA
46 BIRCHWOOD RD 4417
RANDOLPH MA 02368

RE:	CREDITOR:	CACV of Colorado, LLC
	YOUR ACCOUNT NUMBER:	12831024040305189
	ORIGINAL CREDITOR:	MBNA AMERICA BANK, N.A.
	ORIGINAL ACCOUNT NUMBER:	4313027999884932
	AMOUNT OWED:	\$6,822.23
	INTEREST:	\$364.51
	TOTAL:	\$7,186.74

DEAR ADE G OYEGBOLA:

As you know from our first letter, we represent CACV of Colorado, LLC. If you continue to ignore this matter, we may have no option but to recommend to our client that it exhaust whatever legal measures are available through local counsel in your state to collect this debt for the full amount owed, less any payments made. We regret having to take this step but your failure to pay this bill may leave us with no other option.

Please call our office immediately. The toll free number is 1-888-535-6161, and our fax number is 978-535-7070.


Attorney At Law

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www.cambece.com

SEE THE REVERSE SIDE FOR REQUIRED STATE COMPLIANCE INFORMATION.

EXHIBIT Page 14 of 26



J.A. CAMBECE LAW OFFICE, P.C.

Attorneys at Law

Main Office/Return Mail Service:

Eight Bourbon Street
Peabody, Massachusetts 01960

Satellite Offices:

99 Rosewood Drive, Suite 111
Danvers, MA 01923

27 Congress Street, Suite 207
Salem, MA 01970

July 29th, 2004

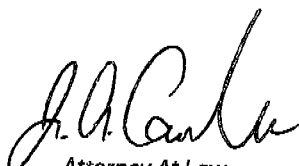
ADE G OYEGBOLA
46 BIRCHWOOD RD 4417
RANDOLPH MA 02368

RE:	CREDITOR:	CACV of Colorado, LLC
	YOUR ACCOUNT NUMBER:	12831024040305189
	ORIGINAL CREDITOR:	MBNA AMERICA BANK, N.A.
	ORIGINAL ACCOUNT NUMBER:	4313027999884932
	AMOUNT OWED:	\$6,822.23
	INTEREST:	\$506.53
	TOTAL:	\$7,328.76

DEAR ADE G OYEGBOLA:

You have promised to make payment on the above claim, but it appears that you have failed to do so. If you continue to ignore this matter we may have no option but to recommend to our client that it exhaust whatever legal measures are available to collect this debt through local counsel in your state.

Please call our office immediately. The toll free number is 1-888-535-6161, and our fax number is 978-535-7070.


Attorney At Law
A24

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SEE THE REVERSE SIDE FOR REQUIRED STATE COMPLIANCE INFORMATION.

EXHIBIT Page 15 of 26



J.A. CAMBECE LAW OFFICE, P.C.
Attorneys at Law

August 17th, 2004

Main Office/Return Mail Service:
Eight Bourbon Street
Peabody, Massachusetts 01960

Satellite Offices:
99 Rosewood Drive, Suite 111
Danvers, MA 01923
27 Congress Street, Suite 207
Salem, MA 01970

ADE G OYEGBOLA
46 BIRCHWOOD RD 4417
RANDOLPH MA 02368

RE:	CREDITOR:	CACV of Colorado, LLC
	YOUR ACCOUNT NUMBER:	12831024040305189
	ORIGINAL CREDITOR:	MBNA AMERICA BANK, N.A.
	ORIGINAL ACCOUNT NUMBER:	4313027999884932
	AMOUNT OWED:	\$6,822.23
	INTEREST:	\$648.55
	TOTAL:	\$7,470.78

DEAR ADE G OYEGBOLA:

We have received payment from you, on behalf of our client, on the above-referenced account. In order to maintain your monthly payment arrangement with this law firm's client you will need to have your payment in our office by your previously scheduled due date. It is important to pay according to the schedule as our client has set you up on a Temporary Hardship Agreement. Our client may terminate this agreement without cause at any time. If you default on your agreement the balance may become due in full immediately. Our client expects that you will increase the amount of your monthly payment whenever feasible so that you pay your bill in full, as soon as possible. Additionally, we expect that you will provide us with your updated address and phone number in the event that this contact information has changed.

Sometimes our client is able to offer settlement agreements, which in some instances can save you a significant amount of money on the total bill owed. We can only offer these settlement agreements to those who call to see if their account qualifies.

Our toll free number is 1-888-535-6161, and our fax number is 978-535-7070.


Attorney At Law

A24

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www.cambece.com

SEE THE REVERSE SIDE FOR REQUIRED STATE COMPLIANCE INFORMATION.

EXHIBIT Page 16 of 26



J. A. CAMBECE LAW OFFICE, P.C.
Attorneys at Law

September 03rd, 2004

Main Office/Return Mail Service:
Eight Bourbon Street
Peabody, Massachusetts 01960

Satellite Offices:
99 Rosewood Drive, Suite 111
Danvers, MA 01923

27 Congress Street, Suite 207
Salem, MA 01970

ADE G OYEBOLA
46 BIRCHWOOD RD 4417
RANDOLPH MA 02368

RE:	CREDITOR:	CACV of Colorado, LLC
	YOUR ACCOUNT NUMBER:	12831024040305189
	ORIGINAL CREDITOR:	MBNA AMERICA BANK, N.A.
	ORIGINAL ACCOUNT NUMBER:	4313027999884932
	AMOUNT OWED:	\$6,822.23
	INTEREST:	\$648.55
	TOTAL:	\$7,470.78

DEAR ADE G OYEBOLA:

You have promised to make payment on the above claim, but it appears that you have failed to do so. If you continue to ignore this matter we may have no option but to recommend to our client that it exhaust whatever legal measures are available to collect this debt through local counsel in your state.

Please call our office immediately. The toll free number is 1-888-535-6161, and our fax number is 978-535-7070.


J.A. Cambece
Attorney At Law

This communication is from a debt collector. We are attempting to collect a debt, and any information obtained will be used for that purpose.

www.cambece.com

SEE THE REVERSE SIDE FOR REQUIRED STATE COMPLIANCE INFORMATION.

EXHIBIT Page 17 of 26



J. A. CAMBECE LAW OFFICE, P.C.
Attorneys at Law

September 22nd, 2004

Main Office/Return Mail Service:
Eight Bourbon Street
Peabody, Massachusetts 01960

Satellite Offices:
99 Rosewood Drive, Suite 111
Danvers, MA 01923
27 Congress Street, Suite 207
Salem, MA 01970

ADE G OYEBOLA
46 BIRCHWOOD RD 4417
RANDOLPH MA 02368

RE:	CREDITOR:	CACV of Colorado, LLC
	YOUR ACCOUNT NUMBER:	12831024040305189
	ORIGINAL CREDITOR:	MBNA AMERICA BANK, N.A.
	ORIGINAL ACCOUNT NUMBER:	4313027999884932
	AMOUNT OWED:	\$6,822.23
	INTEREST:	\$790.57
	TOTAL:	\$7,612.80

DEAR ADE G OYEBOLA:

As you know from our first letter, we represent CACV of Colorado, LLC. If you continue to ignore this matter, we may have no option but to recommend to our client that it exhaust whatever legal measures are available through local counsel in your state to collect this debt for the full amount owed, less any payments made. We regret having to take this step but your failure to pay this bill may leave us with no other option.

Please call our office immediately. The toll free number is 1-888-535-6161, and our fax number is 978-535-7070.



Attorney At Law

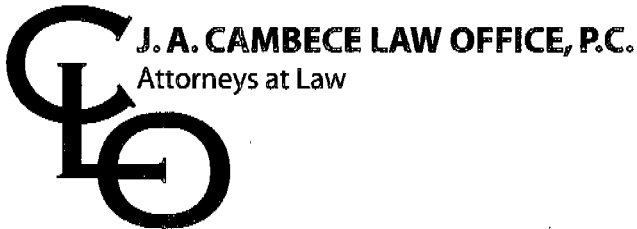
A24

This communication is from a debt collector. We are attempting to collect a debt, and any information obtained will be used for that purpose.

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SEE THE REVERSE SIDE FOR REQUIRED STATE COMPLIANCE INFORMATION.

EXHIBIT Page 18 of 26



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Peabody, Massachusetts 01960

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Danvers, MA 01923
27 Congress Street, Suite 207
Salem, MA 01970

October 07th, 2004

ADE G OYEBOLA
46 BIRCHWOOD RD 4417
RANDOLPH MA 02368

RE:	CREDITOR:	CACV of Colorado, LLC
	YOUR ACCOUNT NUMBER:	12831024040305189
	ORIGINAL CREDITOR:	MBNA AMERICA BANK, N.A.
	ORIGINAL ACCOUNT NUMBER:	4313027999884932
	AMOUNT OWED:	\$6,822.23
	INTEREST:	\$790.57
	TOTAL:	\$7,612.80

DEAR ADE G OYEBOLA:

As you know from our first letter, we represent CACV of Colorado, LLC. After further review of your account our client has decided to approve you for a temporary minimum monthly payment arrangement. Hopefully, this arrangement will give you the time you need temporarily to pay the above referenced account on a monthly basis. Our client hopes this will help you get back on your feet again.

This offer may expire soon. Please contact this office immediately to make arrangements for your first monthly installment payment.

Our toll free number is 1-888-535-6161, and our fax number is 978-535-7070.



Attorney At Law

A24

This communication is from a debt collector. We are attempting to collect a debt, and any information obtained will be used for that purpose.

www.cambece.com

SEE THE REVERSE SIDE FOR REQUIRED STATE COMPLIANCE INFORMATION.

EXHIBIT Page 19 of 26



J.A. CAMBECE LAW OFFICE, P.C.
Attorneys at Law

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Eight Bourbon Street
Peabody, Massachusetts 01960

Satellite Offices:
99 Rosewood Drive, Suite 111
Danvers, MA 01923
27 Congress Street, Suite 207
Salem, MA 01970

October 12th, 2004

ADE G OYEGBOLA
46 BIRCHWOOD RD 4417
RANDOLPH MA 02368

RE:	CREDITOR:	CACV of Colorado, LLC
	YOUR ACCOUNT NUMBER:	12831024040305189
	ORIGINAL CREDITOR:	MBNA AMERICA BANK, N.A.
	ORIGINAL ACCOUNT NUMBER:	4313027999884932
	AMOUNT OWED:	\$6,822.23
	INTEREST:	\$932.59
	TOTAL:	\$7,754.82

DEAR ADE G OYEGBOLA:

As you know from our first letter, we represent CACV of Colorado, LLC. After further review of your account our client has decided to approve you for a temporary minimum monthly payment arrangement. Hopefully, this arrangement will give you the time you need temporarily to pay the above referenced account on a monthly basis. Our client hopes this will help you get back on your feet again.

This offer may expire soon. Please contact this office immediately to make arrangements for your first monthly installment payment.

Our toll free number is 1-888-535-6161, and our fax number is 978-535-7070.


Attorney At Law

A24

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SEE THE REVERSE SIDE FOR REQUIRED STATE COMPLIANCE INFORMATION.

EXHIBIT Page 20 of 26



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Eight Bourbon Street
Peabody, Massachusetts 01960

Satellite Offices:
99 Rosewood Drive, Suite 111
Danvers, MA 01923

27 Congress Street, Suite 207
Salem, MA 01970

December 14th, 2004

ADE G OYEGBOLA
46 BIRCHWOOD RD 4417
RANDOLPH MA 02368

RE:	CREDITOR:	CACV of Colorado, LLC
	YOUR ACCOUNT NUMBER:	12831024040305189
	ORIGINAL CREDITOR:	MBNA AMERICA BANK, N.A.
	ORIGINAL ACCOUNT NUMBER:	4313027999884932
	AMOUNT OWED:	\$6,822.23
	INTEREST:	\$1,216.63
	TOTAL:	\$8,038.86

DEAR ADE G OYEGBOLA:

As you know from our first and second letter, we represent the above named CACV of Colorado, LLC. As we have not heard from you, it unfortunately appears that you have chosen to ignore this matter.

As we stated in our last letter to you, our client has already directed us to draft and file an arbitration claim for breach of contract. We have already drafted this claim, but want to give you one last opportunity to contact this firm to resolve this matter voluntarily without the need for arbitration. If we do not hear from you within three (3) business days of the date of this letter we will have no option but to file the claim as directed by our client.

Please call our office. Our toll free number is 1-888-535-6161.

Attorney At Law

Ade George Oyegbola
46 Birchwood Road U428
Randolph, MA 02368
(781) 963 0304

January 6, 2005

J.A. Cambece, Esq
J.A. Cambece Law Office, P.C.
Eight Bourbon Street
Peabody, MA 01960

Dear J.A. Cambece:

Under the provisions of Massachusetts General Laws, Chapter 93A, Section 9, I hereby make written demand for relief as outlined in that statute.

On or about March 25, 2004, a member of your chamber called me in reference to the following account,

RE:	Creditor:	CACV of Colorado, LLC
	Your Account Number:	12831024040305189
	Original Creditor:	MBNA America Bank, N.A.
	Original Account Number:	4313027999884932

and represented to me that your client is willing to setup a "Temporary Hardship Agreement" that will allow me to schedule payments in the amount of \$250.00 monthly by direct debit from your office. As a condition for this agreement, your company represented to me that your client will stop accruing interest on the balance in the account as long as payment are being made as scheduled.

On April 5, 2004, your office processed Chk# 9001 for \$100.00

On May 5, 2004, your company processed Chk#9002 for \$250.00

Your statement dated May 25, 2004 showed a balance of \$7,072.23. This balance reflects the two payments above in the amount of \$350.00

On June 5, 2004 you company processed Chk# 9003 for \$250.00

Your statement dated June 10, 2004 showed a balance of \$6,822.23. This balance reflects the three payments above in the amount of \$600.00.

However, while all your prior statements show the payment without any accrued interest, your statement dated June 24, 2004 shows a balance of \$7,186.74. The statement indicates that an accrued interest of \$364.51 has been added to the previous balance.

On June 30, 2004 I placed a call to your office to make sure the statement was an error, but I got a rude response from one of your collectors.

As a result of the information received from your collector, indicating that your company cannot abide by the agreement, not accrue interest while scheduled payment was being made, I conclude that your "bait and switch" practice constituted a violation of Massachusetts laws.

This unfair or deceptive act or practice is, in my opinion, declared unlawful by Section 2 of Chapter 93A of Massachusetts General Laws.

As a result of this unfair or deceptive act or practice, I suffered injury or loss of money in the amount of \$5,000.00

Therefore, I hereby demand the following relief:

A payment in the amount of \$5,000.00


Please take notice that Chapter 93A gives you the opportunity to make a good-faith response to this letter within thirty (30) days. Your failure to do so could subject you to triple damages, attorney's fees and costs if I decide to institute legal action.

Sincerely,



Ade George Oyegbola

Certified mail with Return Receipt # 7003 0500 0004 4005 3131

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mail piece, or on the front if space permits.</p>		<p>A. Signature </p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>Article Addressed To:</p> <p>J. A. Cambere Esq. J. A. Cambere Law Office Eight Beacon Street Revere, MA 01960</p>		<p>B. Received by (Printed Name) _____</p> <p>C. Date of Delivery <u>1/16/05</u></p>	
		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
		<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>7003 0500 0004 4005 3131</p>	
PS Form 3811, August 2001		Domestic Return Receipt	
		102595-02-M-1540	



J. A. CAMBECE LAW OFFICE, P.C.

Attorneys at Law

February 15th, 2005

ADE G OYEGBOLA
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Salem, MA 01970

RE:	CREDITOR:	CACV of Colorado, LLC
	YOUR ACCOUNT NUMBER:	12831024040305189
	ORIGINAL CREDITOR:	MBNA AMERICA BANK, N.A.
	ORIGINAL ACCOUNT NUMBER:	4313027999884932
	AMOUNT OWED:	\$6,822.23
	INTEREST:	\$1,391.79
	TOTAL:	\$9,613.47

DEAR ADE G OYEGBOLA:

As you know from our first letter, we represent the above named CACV of Colorado, LLC. This letter is to inform you that our client has authorized us to offer you a settlement (reduction) on the remaining balance. This offer may expire soon so please call our office for details.

Upon receipt of this payment, this account will be considered settled in full. We will instruct our client to update your credit bureau(s) accordingly. Our client hopes you take advantage of this opportunity to start repairing your credit.

Our toll free number is 1-888-535-6161, and our fax number is 978-535-7070.



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Ade George Oyegbola
46 Birchwood Road U428
Randolph, MA 02368

February 25, 2005

RE: 93A Demand Letter
Account: 12831024040305189

Dear Mr. Oyegbola:

Please consider this letter a response to your 93A Demand Letter dated January 6, 2005. This letter is sent to you for purposes of settlement only, and may not be used for any other purpose.

Our client acquired MBNA America Bank account number 4313027999884932. The original agreement allowed interest to accrue on the unpaid balance of the account. If you received a letter from this office waiving interest please forward a copy of the same to my attention for review.

If you have any questions regarding this account you may contact me directly at 866-200-9334.

. Thank you for your assistance in this matter.

Very truly yours,

Peter Dauksewicz